

APPENDIX D

SAMPLE

FORMALIZED AGREEMENT / MEMORANDUM OF UNDERSTANDING BETWEEN (*Lead Agency name*) and (*Linking Agency / Subcontractor*)

Both parties mutually agree to the following provisions, conditions and covenants.

I. TERM OF AGREEMENT

- The term of the agreement shall be from _____ through _____ unless terminated pursuant to Section VI.
- Subsequent services shall be authorized by a written extension signed by authorized agents of both *Lead Agency* and *Linking Agency/Subcontractor names*.

II. Linking Agency / Subcontractor RESPONSIBILITIES

- *Linking Agency name* will provide Adult Mentoring and Leadership Development Services to forty (40) eligible youth who are enrolled in *Lead Agency name* youth program. Hours of training will be Mondays and Wednesdays from 8:00am to 10:00am and 4:00pm to 6:00pm.
- *Linking Agency name* will provide monthly participant progress reports to *Lead Agency name* by the tenth of each month.
- *Linking Agency name* shall provide cooperation in any WIA Youth Program monitoring conducted by *Lead Agency name*, WDD, County of San Bernardino, State or Federal agencies.
- *Linking Agency name* agrees to hold the County of San Bernardino and its authorized agents harmless as a result of linking and/or subcontracting with *Lead Agency name*.

III. LEAD AGENCY RESPONSIBILITIES

- Refer eligible youth participants to *Linking Agency name* for adult mentoring and leadership development activities.
- Provide technical assistance to *Linking Agency name* regarding WIA program implementation.
- *Lead Agency name* will monitor work performed under this Formalized Agreement, which relates to WIA Youth participants on a weekly/monthly basis to determine if program objectives are being met. *Lead Agency name* will make a written record of any findings and will share this information with the appropriate agency staff.

IV. **JOINT RESPONSIBILITIES**

- *Lead Agency and Linking Agency name* agree to protect and maintain confidentiality of all clients as specified in the provisions of WIA Section 146 (f) 3 and Section 10850 of the Welfare and Institutions (W&I) Code and Division 19-000 of the Department of Social Services Manual of Policies and Procedures.
- *Lead Agency and Linking Agency name* shall not discriminate against any clients on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability.
- *Lead Agency and Linking Agency name* will comply with the Workforce Investment Act and its regulations. Reference 20 CFR Part 652, et al. Workforce Investment Act; Interim Final Rules.
- *Lead Agency and Linking Agency name* agree to retain all WIA records in their original form for a period of three (3) years after the termination of this Formalized Agreement MOU or any other pending matters or actions concerning the records.
- Provide excellent customer service to all enrolled youth participants.

V. **FISCAL PROVISIONS**

- *Linking Agency name* will receive a flat fee of \$_____for each youth served.
- Compensation for Adult Mentoring and Leadership Development Services/ Activities will not exceed _____dollars \$_____for the term of this agreement.
- *Linking Agency name* has agreed to provide these services in-kind.
- *Linking Agency name* shall request payments by the fifteen of each month. Payment requests should be sent to the following address:

Lead Agency Name

Lead Agency Address

VI. **GENERAL TERMS AND CONDITIONS**

INSURANCE REQUIREMENTS

- *Lead Agency and Linking Agency name* agree to provide Workers' Compensation for their own employees who may provide services under this Formalized Agreement.
- *Linking Agency name* must comply with the same Indemnification and Insurance requirements that are imposed on *Lead Agency name*.

AMENDMENTS

- This Formalized Agreement may be amended by written mutual consent of both parties.

Address